

OFFICIAL GAZETTE



GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Order

No. 7-6-74-SPL

In continuation of Government order of even number dated 20th December, 1975 published in Official Gazette Series II No. 39 dated 26-12-1975, the Administrator of Goa, Daman and Diu is pleased to extend the term of ad-hoc appointment of Shri D. S. Savordencar, as Dy. Registrar of Co-operative Societies, Panaji for a further period of six months upto 12th December, 1976 or till the post is filled on a regular basis, whichever is earlier.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. K. Bhandare, Deputy Secretary (Appointments).

Panaji, 24th June, 1976.

Order

No. 3-17-74-SPL

Shri A. S. Ingle, Asstt. Director of Transport holding on officiating basis the additional charge of the post of Director of Transport vide order No. 3-17-74-SPL dated 16/2/1976 is hereby appointed as Director of Transport on purely ad-hoc basis in his capacity as senior substantive officer in the Directorate of Transport against the post now created by order of even number and date since the post of Director of Transport included in the Goa, Daman and Diu Civil Service has been temporarily held in abeyance with effect from today.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardesai, Deputy Secretary (Appointments).

Panaji, 26th June, 1976.

Home Department (General)

Order

No. HD(G)-34-5/76

Government is hereby pleased to order the following transfers and posting of the Deputy Superintendents of Police with immediate effect:—

- i) Shri V. R. Kadam, Sub-Divisional Police Officer, Mapusa is posted as Deputy Superintendent of Police, CID, Panaji vice Shri V. V. Vernekar transferred.

- ii) Shri V. V. Vernekar, Deputy Superintendent of Police, CID, Panaji, is posted as Sub-Divisional Police Officer, Margao, vice Shri D. T. Barde transferred.
- iii) Shri D. T. Barde, Sub-Divisional Police Officer, Margao is posted as Sub-Divisional Police Officer, Daman vice Shri D. A. Prabhu Dessai transferred.
- iv) Shri D. A. Prabhu Dessai, Sub-Divisional Police Officer, Daman is posted as Sub-Divisional Police Officer, Mapusa vice Shri V. R. Kadam transferred.

2. Shri V. R. Kadam, Sub-Divisional Police Officer, Mapusa will move first.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardesai, Under Secretary (Home).

Panaji, 23rd June, 1976.

Home Department (Transport and Accommodation)

Order

No. HD(TA-Tpt)/2-18/75

Shri S. M. Dikshit, Seniormost Motor Vehicles Inspector of the Directorate of Transport, is hereby appointed as officiating Assistant Director of Transport with effect from today, in addition to his own duties.

With effect from the same date Shri A. S. Ingle, is relieved of his duties of Assistant Director of Transport.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. M. Sardesai, Under Secretary (Home).

Panaji, 26th June, 1976.

Education and Public Works Department

Addendum

No. EDN/PWD/3870/74

Read: Govt. order No. EDN/PWD/3870/74 dated 31st Jan., 1976.

After second last para of the Govt. order quoted above the following para may be added:—

«The expenditure on T.A./D.A. of the non-official members of the Council will be debited to the Budget Head 277-Education. F. 2(1) Govt. Polytechnic, (Non-Plan). F.2(1) (2) Travel Expenses».

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukthankar, Under Secretary (Finance).

Panaji, 22nd June, 1976.

Addendum

No. EDN/PWD/4322/74

Read: 1) Govt. order No. DE/DYDE/(T)/185/72 dated 11th January, 1973.

2) Govt. order No. DE/DYDE/(T)/185/72 dated 20th March, 1974.

After second last para of the Govt. order quoted at serial No. 1 and last para of the Govt. order quoted at serial No. 2 above, the following para may be added:

«The expenditure on T.A./D.A. of the non-official members of the Committee will be debited to the Budget Head «277-Education. F.2(1) Govt. Polytechnic (Non-Plan). F.2(1)(2) Travel Expenses».

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukhatankar, Under Secretary (Revenue).

Panaji, 22nd June, 1976.

Agriculture Department

Order

No. 10-6/GOI-AGR/70

Sanction is hereby accorded to the deputation on foreign service terms of Shri W. M. Khade, Assistant Agricultural Officer Grade II in the Directorate of Agriculture, Panaji, to the Goa, Daman and Diu Marginal Farmers and Agricultural Labourers Development Agency, Panaji, as Assistant Project Officer in the revised pay scale of Rs. 650-1200 with immediate effect.

The above deputation shall be for a period of one year in the first instance.

The terms and conditions of deputation shall be in accordance with the Government of India, Ministry of Finance (Department of Expenditure) O.M. No. F.10(24)/E.III/60, dated 4-5-1961, as amended from time to time and as specified in the attached Annexure.

By order and in the name of the Administrator of Goa, Daman and Diu.

Abel do Rosario, Under Secretary (Development).

Panaji, 23rd June, 1976.

Terms of Deputation

1. *Period of Deputation*: One year with effect from the date of taking over the charge of the Agency in the first instance.

2. *Pay*: During the period of deputation, Shri W. M. Khade will be entitled to pay in the pay scale of the deputation post due under the operation of the normal rules in accordance with his declaration of opinion and as his transfer is in the public interest.

3. *Dearness Allowance*: He will be entitled to dearness allowance under the rules of the Central Government.

4. *Local Allowances*: Like G. C. A., H. R. A. etc. to be recalculated under the rules of the Central Government.

5. *Joining time pay & transfer T. A.*: He will be entitled to T. A. and joining time both on joining the post on deputation and on reversion therefrom to the parent Department under the rules of the Central Government. The expenditure on this account will be borne by the M. F. A. L. Development Agency.

6. *T. A. for Journey on Duty*: During the period of deputation to be regulated under rules of the Central Government.

7. *Leave and Pension*: During the period of deputation, on Temporary transfer, he will continue to be governed by the leave and pension rules of the parent Department applicable to him before such transfer.

The allocation of leave salary and pensionary charges will be regulated under the rules of allocation contained in

Appendix 3 to Account Code, Volume I. Contributions on account of leave salary and pension will be paid by the M. F. A. L. Dev. Agency at the rates as per F. R. 116 (after confirming the same from Directorate of Accounts, Panaji) within 15 days from the end of the month in which the pay on which it is based has been drawn by Shri W. M. Khade failing which penal interest will be leviable.

7-A. *Provident Fund Benefits*: During the period of deputation he will continue to subscribe to the Provident Fund of his parent Government to which he may be subscribing when he is placed on deputation, in accordance with the rules of such Fund.

7-B. *Extraordinary Pension/Gratuity*: This will be regulated in accordance with the normal rules. The expenditure on this account will be borne by the M. F. A. L. Development Agency.

8. *Leave Travel Concession*: He will continue to be entitled to leave travel concession from the Agency under the Central Government rules.

9. *Medical Concessions*: He will be entitled to these concessions under the rules of the Central Government.

10. *Residential Accommodation*: He will be entitled to residential accommodation according to the rules of the Central Government.

11. The deputation will commence on the date on which he takes over the charge of the Agency and end on the date he takes over charge of his post under the Goa Administration.

Rural Development Department

Order

No. CDB/Coop/Deput/(DVS)/348/72-13/48/49

Read: — Govt. Order No. RDD/Coop/DPC/AR/96/74/3166 dated 26-4-76.

Sanction is hereby accorded to the deputation on foreign service terms of Shri D. V. Sathe, Sr. Inspector of the Office of the Registrar of Cooperative Societies, to the Small Farmers Development Agency, Goa, Panaji, as Assistant Project Officer, in the scale of Rs. 650-30-740-35-810-EB-880-40-1000-EB-40-1200, with immediate effect, vice Shri V. G. Patil, transferred to Registrar of Cooperative Societies, Panaji.

The deputation of Shri D. V. Sathe, shall be for a period of one year in the first instance.

The terms and conditions of deputation shall be in accordance with the Govt. of India, Ministry of Finance (Department of Expenditure), O. M. No. F.10(24)/E.III/60 dated 4-5-1961 as amended from time to time.

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Planning).

Panaji, 21st June, 1976.

Notification

No. CDB/Coop/APMC/1181/68-69/70-71/4295

In exercise of the powers conferred by section 31 of the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 as extended to the Union Territory of Goa, Daman and Diu, and in supersession of the Government Notification No. CDB/Coop/1171/69 dated 16-2-1970, the Administrator of Goa, Daman and Diu hereby fixes Re. 0-20 as the minimum and Re. 0.60 as the maximum rates of market fees per Rs. 100/- worth of Agricultural Produce of (1) Coconut (2) Betelnuts (3) Cashewnuts (4) Banana and (5) Pineapple purchased in the market area of the district of Goa.

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Planning).

Panaji, 14th June, 1976.

Addendum

No. RDD/Coop/DPC/AR/96/74/4588

Read: Govt. Order No. RDD/Coop/DPC/AR/96/74/5403 dated 1-7-1974.

In the second line of the Order quoted above, the words «On ad-hoc basis» shall be inserted in between the words «appointed» and «to the post.»

By order and in the name of the Administrator of Goa, Daman and Diu.

F. A. Figueiredo, Under Secretary (Planning).

Panaji, 21st June, 1976.

Labour and Information Department

Order

No. 1/3170/76/ID/LAB

The following Award given by the Industrial Tribunal Goa, Daman and Diu on an Industrial Dispute between the Management of M/s. Ciba Geigy of India Ltd., and their workmen employed under them is hereby published as required under Provisions of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 10th June, 1976.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Dona Paula

Reference No. AIT/1/74

The Workmen represented by The Ciba-Geigy of India Limited Employees' Union (Goa), Corlim, Ilhas, Goa.

1st Party

V/s.

M/s. Ciba-Geigy of India Limited, Santa Monica Plant, Corlim, Ilhas, Goa.

2nd Party

By Government Order No. 42 of 20th August, 1974, the Government of Goa, Daman and Diu referred this dispute between the above parties for adjudication by the additional Industrial Tribunal, Goa, Daman & Diu, Panaji, with the following schedule:

SCHEDULE

«Whether the action of the Management of M/s. Ciba-Geigy of India Limited, Santa Monica Plant, Corlim, Ilhas, Goa in refusing to revise the wage scales and dearness allowance of their workmen was justified?

If not, to what relief the workmen are entitled and from what date?»

By Government Order No. 4 of 15-1-1975, the dispute was transferred to this Tribunal with the direction that the proceedings under dispute should continue from the stage at which it stood at the time of transfer. This G. O. No. 4 of 15-1-1975 became necessary because the Additional Industrial Tribunal was abolished and all matters pending before it were withdrawn and transferred to the Industrial Tribunal, Goa, Daman and Diu, Panaji (Goa) as per the list annexed to the said Order. The instant reference is to be found in the said list which is described as a schedule to the Order.

The workmen had filed a claim statement detailing the existing scales of pay and dearness allowance applicable to the workmen and suggested a set of new grades of pay and dearness allowance to be effective from 1-1-1972. By the claim statement, the workmen also suggested a method of fitment.

The Management, by its counter statement, contended that the workmen had made no demand upon the Company and therefore, there was no industrial dispute of the nature referred to this Tribunal existing between the workmen and the Company, and hence, the reference of an alleged dispute

was void and illegal. It was also contended that when the workmen had made a demand for revision of the wage scales and D.A., the Company had in fact made various proposals in regard to both the items and hence there had been no refusal on the part of the Company, which rendered the reference misconceived in law. It was also contended that the Charge-Hand, Assistant Foreman, Storekeeper, Foreman, Junior Engineer, Security Supervisor, Safety Supervisor and Stores Supervisor were not workmen within the meaning of the Industrial Disputes Act as they were employed in a supervisory capacity with wages exceeding Rs. 500/- per month. It was also contended that the Company did not admit that the First Party union represented a large majority of the workmen in the employ of the Company at the Santa Monica Plant at Goa. It was also contended that the expansion activities would not increase the profitability of the Plant in Goa in view of the additional capital expenditure and other difficulties as explained. It was further contended, that the demand for wages and dearness allowance of the workmen at Goa should be computed on industry-cum-region-wise basis and not in comparison with those available to the workmen of the Company in Bombay and so on.

By the reply filed on 19-4-1975, the first Party workmen reiterated their stand as taken in the claim statement.

On a perusal of the pleadings of the parties and hearing them briefly in regard to the contentions, the following issues were set down for being decided:

ISSUES

1. Whether any industrial dispute of the nature referred to this Honourable Tribunal existed between the Company and its workmen on the date of the present Reference or whether the present Reference is void and illegal in law?

2. Whether the present Reference proceeds on an erroneous basis that the Company had refused to revise the existing wage scales and dearness allowance and is therefore misconceived in law?

3. Whether the categories of employees mentioned in para 3 of the Company's Written Statement are not «workmen» within the meaning of the Industrial Disputes Act, 1947?

4. Whether there is any need or justification to create a category of Senior Chemist or Senior Analyst?

5. Whether the demand for up-gradation or creation of new categories mentioned in paragraph 15 of the Company's Written Statement is misconceived and bad in law?

6. Whether the demands made by the Union in its letter dated 19th January 1974 have been referred for adjudication?

7. Whether there is any unit of any industry in Goa which can be compared with the Company for the purposes of revision of wage scales and dearness allowance?

8. Whether concerns in Bombay and its surrounding areas can be treated as comparable concerns for the purposes of revision of wage scales and dearness allowance payable to the workmen at the Company's Plant at Goa?

9. Whether the wages and dearness allowance for the workmen employed by the Company in its Goa Unit should be fixed on the same basis as the wages and dearness allowance paid by the Company to the workmen in Bombay?

10. Whether the Union proves, that the work carried out at the Goa Plant is more hazardous than the work in the Bombay Plant.

11. Whether the Union proves that the existing grades of pay be substituted by the following grades of pay with effect from 1-1-1972 (Grades as contained at pages 7 and 8 of the Written Statement of the Union).

12. Whether Union proves that the existing scheme of Dearness Allowance be substituted by the following scheme and made applicable with effect from 1-1-1972 (as contained at page 8(II) of the written statement of the Union).

13. Whether Union proves that they are entitled to the Fitment as proposed by them and contained at page 8(III).

14. Whether the Union proves that if the employees complete their scale in service then they are entitled to be promoted automatically to the next grade concerned.

15. Whether Union proves that the Dearness Allowance be adjusted monthly based on the Consumer Price Index of the preceding month?

16. Whether any question of giving retrospective effect to the Tribunal's Award arises in the present case and if so whether retrospective effect could be given from 1-1-1972?

17. What relief, if any, are the workmen entitled to?

After that stage, at the suggestion of this Tribunal, the parties exchanged notices calling for documents or inspection documents and admission of factual data relevant for the purpose of the dispute.

Today, when the case was taken up, the parties filed a joint Memo of Settlement, requesting that a Consent Award in terms of the settlement insofar as it relates to the demands forming the subject matter of the above Adjudication Reference, be made. The Memo has been signed by the Works Manager and the Personal Officer of the Santa Monica Plant and by the President, General Secretary and the Treasurer of the Ciba-Geigy of India Limited Employees Union (Goa), for and on behalf of the Union and the workmen. The Memorandum of Settlement runs to nine pages and it has also been signed by the Works Manager and the Personal Officer on behalf of the Company and by the President, General Secretary and the Treasurer, on behalf of the workmen, and attested by three witnesses. Clause 4 of the agreement refers to scales of pay and classification of jobs and it provides that with effect from 1-6-1976, the revised scales of pay as set down in the Clause, would be effective. The existing scales of pay are also set out in that clause so that a comparison is possible easily. It can be seen from that, that in every category of the job, the minimum, the maximum and also the rate of increase have been enhanced. The rate of increment remains the same in the case of jobs in the category of C-I, C-II, C-III and T-I, T-II and T-III. However, the minimum and the maximum have been increased all round. This clause also provides that the existing classification of jobs and placement of individual workmen shall remain unaltered. Clause 5 shows how the workmen are to be fitted into the revised scales of pay applicable to them as a result of the settlement with effect from 1-6-1976. Clause 6 deals with the question of Dearness Allowance and there is a substantial increase in the fixed dearness allowance, the increase being double the existing fixed Dearness Allowance. Clause 6(b) contains the agreement in regard to Variable Dearness Allowance with a provision for a maximum ceiling. With regard to the claim of retrospective effect, provision has been made for ex-gratia payment for the years from 1973 to the date of settlement. Clause 11 of the settlement sets out that the settlement shall remain in operation upto 31-12-1977 in the first instance and shall continue to be so until terminated by either party in the manner provided under Section 19 of the Industrial Disputes Act, 1947. The Union and the workmen also agree and undertake not to raise and/or agitate for any demand involving financial burden on the Company directly or indirectly during the operative period of this settlement.

On a consideration of the Memorandum of Settlement, it is clear that it resolves the dispute which had been referred for adjudication to this Tribunal. It is also noteworthy that clause 1 to 3 of the Settlement deal with the maintenance of discipline, avoidance of absenteeism and making an effort at increasing of productivity by the workmen. It is needless to say that these clauses are quite welcome and capable of ushering in an era of healthy climate and peaceful working in the industry.

Both the parties have been satisfied with the Settlement hence this Tribunal has no hesitation in holding that the Settlement is both reasonable and fair.

In view of the Settlement which has been accepted as reasonable and fair and the joint Memo filed by both the parties, the following Award is being made:

AWARD

Award in terms of the Memorandum of Settlement is made. The copy of the Memorandum of Settlement shall be annexed to this Award and shall form part thereof.

(R. V. KOLLALI)

Presiding Officer

Place: Dona Paula.

Dated: 29th May, 1976.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Before Shri R. V. Kollali, Industrial Tribunal, Goa, Daman and Diu

Reference (AIT-GDD) No. 1 of 1974

Between

CIBA-GEIGY of India Limited, Santa Monica Plant, Corlim, Ilhas, Goa.

And

CIBA-GEIGY of India Limited Employees' Union (Goa), c/o CIBA Santa Monica Plant, Corlim, Ilhas, Goa.

MAY IT PLEASE THIS HON'BLE TRIBUNAL:

The parties abovenamed have arrived at and duly executed a mutually acceptable Settlement in terms of the annexed copy of the Settlement dated 29th May 1976. By the said Settlement, the disputes forming the subject matter of the above Adjudication Reference are also amicably settled. The parties, therefore, pray that the Hon'ble Tribunal be pleased to make a Consent Award in terms of the aforesaid Settlement insofar as it relates to the demands forming the subject matter of the above Adjudication Reference.

Dated this 29th day of May 1976

for CIBA-GEIGY OF INDIA LIMITED For and on behalf of the Union and the workmen

(N. N. BHATTACHARYA) (M. KETTIGAR) (F. REBELLO)
Works Manager President Gen. Secretary
Santa Monica Plant

(R. P. RATABOLI) (K. M. CHAWAN)
Personnel Officer Treasurer
Santa Monica Plant

CIBA-GEIGY of India Limited Employees' Union (Goa)

MEMORANDUM OF SETTLEMENT

Names of Parties:

1. CIBA-GEIGY of India Limited, a Company registered under the Indian Companies Act and having its Registered Office at 14, J. Tata Road, Bombay 400 020 (hereinafter referred to as «the Company»).
2. All workmen employed by the Company at its Santa Monica Plant situated at Corlim, Ilhas, Goa (hereinafter referred to as «the workmen») represented by the CIBA-GEIGY of India Limited Employees' Union (Goa).

Representing Employer: (1) Mr. N. N. Bhattacharya,
Works Manager,
Santa Monica Plant,
Corlim, Ilhas, Goa.
(2) Mr. R. P. Rataboli,
Personnel Officer,
Santa Monica Plant,
Corlim, Ilhas, Goa.

Representing Workmen: (1) Mr. M. Kettigar,
President.
(2) Mr. Ferdino Rebello,
General Secretary.
(3) Mr. K. M. Chawan,
Treasurer.
The Ciba-Geigy of India
Limited Employees'
Union (Goa),
c/o Mr. Ferdino Rebello,
4th Floor,
Velho & Filho Bldg.,
Panaji, Goa.

SHORT RECITAL OF THE CASE.

As provided in the last Settlement dated 15th February 1973, the Union by its letter dated 19th January 1974, made demands on the Company for resuming discussions on the conditions of service relating to scales of pay and dearness allowance. Since no settlement could be arrived at between the parties, the Union approached the Labour Commissioner, Government of Goa, Daman and Diu, Panaji, to admit the Union's demands as contained in an enclosure to the said letter of 19th January, 1974. By his letter dated 16/17th July, 1974, the Conciliation Officer recorded failure on the conciliation proceedings held by him on the demands of the

Union for revision of scales of pay and dearness allowance. By its Order dated 20th August, 1974, the Government of Goa, Daman and Diu referred for adjudication the demands as set out in the Schedule contained in the said Order, to the Industrial Tribunal Shri R. V. Kollali, which has been numbered Reference (AIT-GDD) No. 1 of 1974. Subsequently, by its letter dated 2nd December 1974, the Union made a demand on the Company for wages for the period of lock-out declared by the Company for the period 12th November 1974 to 17th December 1974, in consequence of the illegal strike resorted to by the workmen on 12th November 1974. By his letter dated 31st Jan./3rd February, 1975, the Conciliation Officer recorded failure on the conciliation proceedings on the Union's demand for wages for the aforesaid lock-out period. By its Order dated 17th May, 1975, the Government of Goa, Daman and Diu referred for adjudication the said Union's demand for wages for the lock-out period, to the Industrial Tribunal Shri R. V. Kollali, which has been numbered Reference (AIT-GDD) No. 18 of 1975.

During the pendency of the above adjudication proceedings, the parties held discussions in an effort to arrive at a mutually acceptable settlement in the aforesaid matters viz., the demands pending in Adjudication Reference (AIT-GDD) No. 1 of 1974 and (AIT-GDD) No. 18 of 1975.

And Whereas as a result of such negotiations, certain proposals emerged which have been accepted by the Company and the Union on behalf of the workmen and which the parties now desire to record hereunder to the intent that the same are binding on both parties in terms of the provisions of the Industrial Disputes Act, 1947:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Discipline:

a) The Union agrees that it will fully co-operate with the Management in maintaining strict discipline;

b) The Union and the workmen shall follow constitutional methods for settling disputes with the Company.

2. Absenteeism:

The Union agrees that it will fully co-operate with the Management in reducing absenteeism.

3. Productivity:

The Union agrees:

a) That the workmen will increase productivity and production to the best of their ability and subject to the permissible working conditions;

b) That it agrees to, and will extend all co-operation in, measures taken by the Company to maintain itself as a competitive and economically viable unit in the Industry.

4. Scales of Pay and Classification of Jobs:

(i) It is agreed by and between the parties that with effect from 1st June 1976, the scales of pay for permanent workmen employed in the Company's establishment at Santa Monica Plant, Cortim, Ilhas, Goa, shall be revised as follows:

| Grade | Existing Scale of Pay (Prior to this Settlement) | Revised Scale of Pay (As per this Settlement) |
|-------|--|--|
| O-I | 55-250-70-3-88 Sepoys, Sweepers, Ward-boy, Gardner. | 75-3-99-4-123 |
| O-II | 60-3-78-4-102 Mazdoors (heavy manual labour) Stores-Issuers, Watchmen. | 85-3-50-113-4-137 |
| O-III | 70-3-88-4-112 Packers, Helpers in Engineering Workshop, Lab. Attendant, Fork-Lift Operator, Crane Driver, Plumber, Vehicle Drivers. | 95-3-50-123-4-147 |
| O-IV | 85-4-109-EB-7-165 Head Watchmen, Painter II, Rigger. | 110-5-150-EB-7-192 |

| Grade | Existing Scale of Pay (Prior to this Settlement) | Revised Scale of Pay (As per this Settlement) |
|-------|---|--|
| O-V | 130-7-172-EB-8-236 Process Op. I, Fitter II, Turner, Jr. Mechanic, Mason, Carpenter, Boiler Attendant II, Electrician II, Jr. Fire Op., Mechanic-cum-Driver, Painter I, Tailor. | 155-8-203-EB-9-257 |
| O-VI | 165-8-213-EB-10-333 Sr. Mechanic, Sr. Fire Operator, Fitter I, Welder II, Electrician I, Boiler Attendant I, Machinist, Plant Operator, Jr. Instrument Mechanic, Telephone Mechanic, Lagger. | 190-9-262-11-372 |
| O-VII | 230-15-320-EB-20-560 Senior Boiler Attendant, Senior Fitter, Instrument Mechanic, Welder I, Lead Burner. | 255-15-360-EB-20-580 |
| C-I | 110-8-174-EB-10-264 Jr. Clerk, Typist, Tool Room Clerk, Asstt. Male Nurse. | 135-8-183-10-243-EB-12-315 |
| C-II | 150-10-210-EB-12-342 Telephone Operator-cum-Receptionist, Stores Clerk, Accounts Clerk, Stenographer, Intermediate Clerk, Male Nurse. | 175-10-235-12-307-EB-15-397 |
| C-III | 230-15-320-EB-20-540 Sr. Clerk, Sr. Stenographer, Sr. Stores Clerk, Secretary-cum-Stenographer. | 255-15-360-20-480-25-580 |
| T-I | 180-12-252-EB-15-372 Sr. Process Operator, Assistant Chemist, Draughtsman, Asstt. Analyst. | 205-12-277-15-397-20-437 |
| T-II | 250-20-370-EB-30-700 Chemist, Analyst, Asst. Foreman, Chargehand, Storekeeper. | 275-20-395-EB-30-725 |
| T-III | 350-30-530-EB-40-970 Foreman, Jr. Engineer, Sr. Chemist, Sr. Analyst, Security Supervisor, Safety Supervisor, Stores Supervisor, Design Draughtsman. | 375-30-555-EB-40-995 |

(ii) The existing classification of jobs and placement of individual workmen therein shall remain unaltered.

5. Fitment/Adjustment in the Revised Scales of Pay:

All workmen shall be fitted into the revised scales of pay applicable to them as a result of this Settlement with effect from 1st June 1976 in the following manner:

(a) The basic salary of a workman as on 1st January 1973 or on the date of his appointment in the Company's service, thereafter, as the case may be, will be raised by a sum of Rs. 25/- (Rupees twenty five only) and if the basic salary as a result of this addition does not coincide with a step in the revised scale of pay then it will be stepped up to the nearest higher step in the revised scale of pay applicable to him;

(b) The basic salary of a workman adjusted at the appropriate step in the revised scale of pay as per (a) above, will be further raised by the same number of annual increments in the revised scale of pay, as were actually received by him in his corresponding old scale of pay during the period from 1st January 1974 to 31st May 1976.

(c) The basic salary of a workman as worked out as per clauses (a) and (b) above will be treated as his revised basic salary as on 1st June 1976 in the revised scale of pay applicable to him under the Settlement.

Provided, however, that the basic salary of a workman by reason of fitment/adjustment as above shall not exceed the maximum of the revised scale of pay applicable to him and provided further that the next annual increment in the revised scales of pay shall become due on 1st January 1977 and will be granted strictly as per the revised scales of pay and any workman who has reached the maximum of his scale of pay will not be entitled to any annual increments thereafter.

6. Dearness Allowance:

The existing scheme of dearness allowance shall be revised as follows with effect from 1st June 1976:

(a) Fixed Dearness Allowance

| Basic Salary Slab | Existing Rs. | Revised Rs. |
|-----------------------|--------------|-------------|
| Upto Rs. 75/- | Nil | Nil |
| Rs. 76/- — Rs. 100/- | 5.50 | 11.00 |
| Rs. 101/- — Rs. 200/- | 10.50 | 21.00 |
| Rs. 201/- — Rs. 300/- | 17.50 | 35.00 |
| Rs. 301/- — Rs. 400/- | 24.50 | 49.00 |
| Above — Rs. 400/- | 34.50 | 69.00 |

(b) Variable Dearness Allowance:

In addition to the revised fixed dearness allowance, every permanent workman shall be entitled to variable dearness allowance of Rs. 59.75 at the All India Consumer Price Index of 100 (base year 1960) which will be increased or decreased every month on the basis of A.I.C.P.I. for the last but one month at the rate of Rs. 2.50 for every two points rise or fall in the index. For example, dearness allowance for the month of June 1976 will be calculated at the A.I.C.P.I. for April 1976 and so on.

The dearness allowance as per (a) and (b) above shall be subject to a maximum ceiling corresponding to the dearness allowance payable at A.I.C.P.I. of 450 beyond which no additional dearness allowance will be payable.

7. Ex-gratia payment:

It is hereby agreed that the Company shall pay to only those workmen who are in the service of the Company as on the date of signing this Settlement, an ex-gratia amount to be computed in the following manner in respect of their services for the years 1973, 1974, 1975 and 1976.

(a) Ex-gratia amount for the year 1973:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per Clause 5(a) above and the admissible revised dearness allowance as per clause 6 above, for the period worked during the calendar year 1973 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workmen concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workmen.

(b) Ex-gratia amount for the year 1974:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per clause 5(a) and (b) above and the admissible revised dearness allowance as per clause 6 above, for the period worked during the calendar year 1974 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workmen concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workmen.

Provided that if the workman has already received by way of bonus, an amount of Rs. 1,800/- in respect of the year 1974, he shall not be entitled to or be paid this additional ex-gratia amount.

Provided further that in the case of a workman who has received bonus of less than Rs. 1,800/- in respect of the year 1974, he shall be entitled to and be paid an additional ex-gratia amount only to the extent of the difference between Rs. 1,800/- and the amount of bonus already received by him and not 20% as mentioned above.

(c) Ex-gratia amount for the year 1975:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per Clause 5(a) and (b) above and the admissible revised dearness allowance as per Clause 6 above, for the period worked during the calendar year 1975 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workman.

Provided that if the workman has already received by way of bonus, an amount of Rs. 1,800/- in respect of the year 1975 he shall not be entitled to or be paid this additional ex-gratia payment.

Provided further that in the case of a workman who has received bonus of less than Rs. 1,800/- in respect of the year 1975, he shall be entitled to and be paid an additional ex-gratia amount only to the extent of the difference between Rs. 1,800/- and the amount of bonus already received by him and not 20% as mentioned above.

(d) Ex-gratia amount for the period 1st January 1976 to 31st May 1976:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per clause 5(a) and (b) above and the admissible revised dearness allowance as per Clause 6 above for the period worked during the period from 1st January 1976 to 31st May 1976 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(e) The workmen will not be entitled to any contribution towards their provident fund account, gratuity, overtime, bonus or any allowance or fringe benefits or remuneration on the ex-gratia amounts payable to them as per Clause 7(a), 7(b), 7(c) and 7(d) above. However, as a special case, the Company agrees to grant contributions towards the provident fund account only in respect of the ex-gratia amount payable as per clause 7(d) above. The Company also agrees, as a special case, to take into account the ex-gratia payment relating to the period from 1st January 1976 to 31st May 1976 for the purpose of payment of bonus due to the concerned workmen as and when the bonus is declared in respect of the accounting year 1976 subject to the provisions of the Payment of Bonus Act, 1965 as amended by the Payment of Bonus (Amendment) Act, 1976.

8. Payment of ex-gratia amounts:

The payment of ex-gratia amounts due to the concerned workmen will be made within two months from the date of execution of this Settlement.

9. It is agreed by and between the parties that a joint purshis shall be made by the parties to the Hon'ble Industrial Tribunal of Goa, Daman and Diu to make a Consent Award in terms of this Settlement in the Adjudication Reference (AIT-GDD) No. 1 of 1974 in respect of the demands which are the subject matter of the Order of Reference made to the Hon'ble Tribunal.

10.(a) In consideration of the above Settlement, the Union and the workmen agree to file a joint purshis alongwith the Company before the Hon'ble Tribunal of Goa, Daman and Diu that the parties have amicably settled the dispute forming the subject matter of the Adjudication Reference (AIT-GDD) No. 18 of 1975 in the following manner:—

- (i) No wages will be paid to the workmen for the entire period of lock-out from 12th November, 1974 to 17th December, 1974;
- (ii) At the request of the Union, the Company agrees to treat the workmen as being in continuous service without break despite the said lock-out; and
- (iii) This Settlement is made without prejudice to either party's contentions and submissions made before the Tribunal in Adjudication Reference No. (AIT-GDD) No. 18 of 1975.

10(b) The parties shall pray that the said Reference (AIT-GDD) No. 18 of 1975 be treated as disposed of accordingly.

11. It is agreed by and between the parties that this Settlement in so far as it relates to the revision of scales of pay

and scheme of dearness allowance and the Consent Award made in Adjudication Reference ((AIT-GDD) No. 1 of 1974 will come into force with effect from 1st June 1976 and shall continue to remain in operation upto 31st December 1977 in the first instance and thereafter also shall continue to remain in force until terminated by their party in the manner provided under section 19 of the Industrial Disputes Act, 1947.

12. The Union and the workmen also agree and undertake not to raise and/or agitate for any demand involving financial burden on the Company directly or indirectly during the operative period of this Settlement.

Corlim, Ilhas, Goa.

Dated this 29th day of May, 1976.

For Ciba-Geigy of India Limited:

(N. N. BHATTACHARYA)
Works Manager
Santa Monica Plant

(R. P. RATAPOLI)
Personnel Officer
Santa Monica Plant

For and on behalf of the workmen:

(M. KETTIGAR)
President

(F. REBELLO)
Gen. Secretary

(K. M. CHAWAN)
Treasurer

The Ciba-Geigy of India Ltd.
Employees' Union (Goa).

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Order

No. 1/3172/76/ID/LAB

The following Award given by the Industrial Tribunal Goa, Daman and Diu on an industrial dispute between the Management of M/s. Ciba Geigy of India Ltd., Santa Monica Plant, Corlim, Ilhas, Goa and their workmen employed under them is hereby published as required under provisions of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947).

P. Noronha, Under Secretary (Industries and Labour).

Panaji, 10th June, 1976.

Before Shri R. V. Kollali, Presiding Officer, Industrial Tribunal Cum Labour Court, Dona Paula

Reference No. IT/18/75

The Workmen represented by The Ciba-Geigy of India Limited Employees' Union (Goa), Corlim, Ilhas, Goa —

1st party.

V/s.

M/s. Ciba-Geigy of India Limited, Santa Monica Plant, Corlim, Ilhas, Goa

2nd party.

By the Order dated 2nd April, 1975, Government of Goa, Daman and Diu, referred the industrial dispute between the above parties for adjudication by this Tribunal with the following schedule:

SCHEDULE

«Whether the action of the Management of M/s. Ciba-Geigy of India Ltd., Santa Monica Plant, Corlim, Ilhas (Goa) in resorting to lock-out of their plant with effect from 12-11-74 to 17-12-74 (both days inclusive) was legal and justified?»

If not, to what relief the workmen are entitled to?»

According to the employees' Union, on 12-11-1974, two important persons of the Management of the Company visited the Ciba-Geigy Company in Santa Monica, Ilhas; the Union with the previous permission of the local management, met the visiting dignitaries of the Company and explained

them their difficulties and one of the two was hearing and understanding the difficulties of the workmen in the open, when some of the workmen engaged in the factory, came out for their lunch-break and they also joined the workmen who were having a discussion; that suddenly, the Police were called at the instance of the Management and a lathi charge was resorted to on the ground that the concerned dignitary was being gheraoed by the workers, though there was no such occurrence at all; on 13-11-1974, a notice was displayed declaring that a lock-out was declared with immediate effect due to the illegal strike resorted to by the workers on the morning of 12-11-1974 and the subsequent violence by them; that this lock-out was illegal as there had been initially no strike at all by the workers; the lock-out contravened the provisions of Section 23 of the Industrial Disputes Act, 1947, inasmuch as another reference was pending adjudication and hence the workers were entitled to full payment of the salary and D. A. and other benefits available to them, for the period of the lock-out; and hence, the lock-out be declared illegal and full salary with all benefits be awarded to the workers for the period of the lock-out.

The Company contended that the Union's version of the incidents were not correct and what happened that day has been fully set out in the Company's letter of 14-11-1974 addressed to the Commissioner of Labour, Goa and the same may be read as part of the Company's written statement; even in October the workmen responded to the invitation offered by the General Secretary and the Secretary of the Union, when they addressed a gatemeeting and this trouble ended in a settlement of referring the question to a Committee of experience inasmuch as the trouble related to the question as to whether the practice of the workmen taking tea at the work-spots should be continued or not; the lock-out was not illegal or in contravention of any provision of the Industrial Disputes Act; on 12-11-1974, the visitors arrived at the factory at about 10.00 a. m. and as they were getting ready for the Plant visit, it was seen that almost all the workers had deserted their places of work unauthoritatively going towards the administrative building; they surrounded the visitors and requested the visitor from Basle to address the workers which was complied with and the other visitor told the workers to go back to their work places and to have the discussion of their grievances with the local management through their Union representative; that the workers, however, were equating in from of the administrative building and the Union representatives demanded of one of the visitors that he should give a written assurance that their demand of wage scales and D. A. would be settled without delay and when the visitor explained to them that the matter was pending adjudication and he could not give such a written assurance but could only advise the local management to look into the matter without delay and that Mr. Pasha, the General Secretary insisted that unless the visitor gave a written assurance as demanded by him, he would not be allowed to leave the factory and did heed the not advice to the workers to resume work as otherwise their behaviour amounted to illegal strike by the workmen and the atmosphere was getting tense; in these circumstances, the Police were called in. The Police authorities also tried to persuade Mr. Pasha to give up his adamant attitude and allow the visitor to leave for the airport but Mr. Pasha did not heed; instead, he asked the workers to block all the roads leading to the factory's main gate and not to allow the visitor's car out; the Police intervened to make way for the visitor's car to go out and as the car started, the workers started pelting stones at the car, which was badly damaged and its driver was injured and the visitor also narrowly escaped injury and thereafter the visitor rushed back to the administrative building and was taken in a Police Jeep and escorted by the Police van outside the factory; in the meanwhile, some of the workers damaged the Company's property in the Plant area before they left the factory premises; therefore the lock-out was fully justified.

The following issues were set down for decision:

«ISSUES»

1. Whether the workmen unauthorisedly left their places of work on the 12th November, 1974 at about 10.00 a. m. and came towards the Administrative Building of the Company?
2. Whether the workmen resorted to an illegal strike on the 12th November, 1974?
3. Whether the workmen gheraoed Mr. Mhatre and did not allow him to leave the factory premises?

4. Whether the workmen resorted to violence (stone throwing) when the car carrying Mr. Mhatre tried to leave the factory premises and in the process damaged the said car and injured the driver thereof?
5. Whether the workmen damaged the Company's property inside the Plant on the 12th November, 1974?
6. Whether the Company declared a lock-out on 12th November, 1974 at 4.00 p.m.?
7. Whether the lock-out declared by the Company was in contravention of section 33 of the Industrial Disputes Act, 1947?
8. Whether the Union proves that the 2nd and 3rd shift workers were refused employment on the 12th November, 1974?
9. Whether the Union proves that the workers had been reporting for duty from 12th November, 1974 till the lock-out was lifted and whether they were refused employment by the management?
10. Whether the Union proves that they are entitled to wages and other allowances during the period of the lock-out?
11. What relief, if any, are the workmen entitled to?

When the case was taken up today for the evidence on behalf of the Union, a joint Memo of Settlement was filed by both the parties. The terms of the Settlement dispose of the dispute between the parties in regard to wage scale and Dearness Allowance and connected matters. The dispute regarding those matters was pending before this Tribunal in AIT/1/74, the parties having settled their major dispute amicably, settled the present dispute in regard to the lock-out also. The Memorandum of Settlement until its ninth clause, deals with the various aspects of the dispute relating to the pay scale, Dearness Allowance and other incidental matters. Clause 10(a) of the Settlement provides that no wages will be paid to the workmen for the entire period of lock-out from 12th November, 1974 to 17th November, 1974. It also provides that at the request of the Union, the Company agreed to treat the workmen as being in continuous service without break, despite the said lock-out. Clause 10(b) provides that the parties prayed that the Reference No. 18 of 1975 be treated as disposed of accordingly.

From what has been set out above, it is clear that the parties have considered the subject matter of the dispute in all its bearings and have agreed that for the period between 13-11-1974 to 17-11-1974 (both days inclusive), no wages will be paid to the workers and that this period of the lock-out will not constitute a break in the service of the workmen. The parties have desired that this reference should be treated as disposed of accordingly. In view of these circumstances, this Tribunal has no hesitation in accepting the settlement.

The following Award is therefore made:

AWARD

Award in terms of the Settlement which shall be an annexure to this Award and shall also form part of this Award, is made.

Sd/-

Station: Dona Paula.

Date: 31st May, 1976.

(R. V. KOLLALI)

Presiding Officer

By order and in the name of the Lt. Governor of Goa,
Daman and Diu.

P. Noronha, Under Secretary (Industries and Labour).

Before Shri R. V. Kollali, Industrial Tribunal, Goa, Daman and Diu

Reference (AIT-GDD) No. 18 of 1975.

Between

CIBA-GEIGY of India Limited, Santa Monica Plant, Corlim, Ilhas, Goa.

And

CIBA-GEIGY of India Limited Employees' Union (Goa), C/o CIBA Santa Monica Plant, Corlim, Ilhas, Goa.

MAY IT PLEASE THIS HON'BLE TRIBUNAL:

The parties abovenamed have amicably settled the aforesaid dispute in terms of the annexed Settlement and pray that the above matter be disposed of accordingly.

Dated this 29th day of May 1976.

for CIBA-GEIGY OF INDIA LIMITED FOR AND ON BEHALF OF THE UNION AND THE WORKMEN

(N. N. Bhattacharya)

Works Manager
Santa Monica Plant

(R. P. Rataboli)

Personnel Officer
Santa Monica Plant

(M. Kettigar) (F. Rebello)

President Gen. Secretary

(K. M. Chawan)

Treasurer

CIBA-GEIGY OF INDIA LIMITED EMPLOYEES' UNION (GOA)

MEMORANDUM OF SETTLEMENT

Names of Parties:

1. CIBA-GEIGY of India Limited, a Company registered under the Indian Companies Act and having its Registered Office at 14, J. Tata Road, Bombay 400 020 (hereinafter referred to as «the Company»).
2. All workmen employed by the Company at its Santa Monica Plant situated at Corlim, Ilhas, Goa (hereinafter referred to as «the workmen») represented by The CIBA-GEIGY of India Limited Employees' Union (Goa).

Representing Employer:

- (1) Mr. N. N. Bhattacharya,
Works Manager,
Santa Monica Plant,
Corlim, Ilhas, Goa.
- (2) Mr. R. P. Rataboli,
Personnel Officer,
Santa Monica Plant,
Corlim, Ilhas, Goa.

Representing Workmen:

- (1) Mr. M. Kettigar,
President,
- (2) Mr. Ferdino Rebello,
General Secretary,
- (3) Mr. K. M. Chawan,
Treasurer,
The CIBA-GEIGY of India
Limited Employees' Union
(Goa),
C/o Mr. Ferdino Rebello,
4th floor,
Velho & Filho Bldg.,
Panaji, Goa.

SHORT RECITAL OF THE CASE

As provided in the last Settlement dated 15th February 1973, the Union by its letter dated 19th January 1974, made demands on the Company for resuming discussions on the conditions of service relating to scales of pay and dearness allowance. Since no settlement could be arrived at between the parties, the Union approached the Labour Commissioner, Government of Goa, Daman and Diu, Panaji, to admit the Union's demands as contained in an enclosure to the said letter of 19th January, 1974. By his letter dated 16/17th July, 1974, the Conciliation Officer recorded failure on the conciliation proceedings held by him on the demands of the Union for revision of scales of pay and dearness allowance. By its Order dated 20th August, 1974, the Government of Goa, Daman and Diu referred for adjudication the demands as set out in the Schedule contained in the said Order, to the Industrial Tribunal Shri R. V. Kollali, which has been numbered Reference (AIT-GDD) No. 1 of 1974. Subsequently, by its letter dated 2nd December 1974, the Union made a demand on the Company for wages for the period of lock-out declared by the Company for the period 12th November 1974 to 17th November 1974, in consequence of the illegal strike resorted to by the workmen on 12th November 1974. By his letter dated 31st Jan./3rd February, 1975, the Conciliation Officer recorded failure on the conciliation proceedings on the Union's demand for wages for the aforesaid lock-out period. By its Order dated 17th May, 1975, the Government of Goa, Daman & Diu referred for adjudication the said

Union's demand for wages for the lock-out period, to the Industrial Tribunal Shri R. V. Kollahi, which has been numbered Reference (AIT-GDD) No. 18 of 1975.

During the pendency of the above adjudication proceedings, the parties held discussions in an effort to arrive at a mutually acceptable settlement in the aforesaid matters viz., the demands pending in Adjudication Reference (AIT-GDD) No. 1 of 1974 and (AIT-GDD) No. 18 of 1975.

And Whereas as a result of such negotiations, certain proposals emerged which have been accepted by the Company and the Union on behalf of the workmen and which the parties now desire to record hereunder to the intent that the same are binding on both parties in terms of the provisions of the Industrial Disputes Act, 1947:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Discipline:

- The Union agrees that it will fully co-operate with the Management in maintaining strict discipline;
- The Union and the workmen shall follow constitutional methods for settling disputes with the Company.

2. Absenteeism:

The Union agree that it will fully co-operate with the Management in reducing absenteeism.

3. Productivity:

The Union agrees:

- That the workmen will increase productivity and production to the best of their ability and subject to the permissible working conditions;
- That it agrees to, and will extend all co-operation in, measures taken by the Company to maintain itself as a competitive and economically viable unit in the Industry.

4. Scales of pay and classification of jobs:

(i) It is agreed by and between the parties that with effect from 1st June 1976, the scales of pay for permanent workmen employed in the Company's establishment at Santa Monica Plant, Corlim, Ilhas, Goa, shall be revised as follows:

| Grade | Existing Scale of Pay (Prior to this Settlement) | Revised Scale of Pay (As per this Settlement) |
|-------|---|--|
| O-I | 55-250-70-3-88 Sepoys, Sweepers, Ward-boy, Gardener. | 75-3-99-4-123 |
| O-II | 60-3-78-4-102 Mazdoors (heavy manual labour) Stores-Issuers, Watchmen. | 85-3.50-113-4-137 |
| O-III | 70-3-88-4-112 Packers, helpers in Engineering Workshop, Lab. Attendant, Fork-Lift Operator, Crane Driver, Plumber, Vehicle Drivers. | 95-3.50-123-4-147 |
| O-IV | 85-4-109-EB-7-165 Head Watchmen, Painter II, Rigger. | 110-5-150-EB-7-192 |
| O-V | 130-7-172-EB-8-236 Process Op. I, Fitter II, Turner, Jr. Mechanic, Mason, Carpenter, Boiler Attendant II, Electrician II, Jr. Fire Op., Mechanic-cum-Driver, Painter I, Tailor. | 155-8-203-EB-9-257 |
| O-VI | 165-8-213-EB-10-333 Sr. Mechanic, Sr. Fire Operator, Fitter I, Welder II, Electrician I, Boiler Attendant I, Machinist, Plant Operator, Jr. Instrument Mechanic, Telephone Mechanic, Lagger. | 190-9-262-11-372 |

| Grade | Existing Scale of Pay (Prior to this Settlement) | Revised Scale of Pay (As per this Settlement) |
|-------|---|--|
| O-VII | 230-15-320-EB-20-560 Senior Boiler Attendant, Senior Fitter, Instrument Mechanic, Welder I, Lead Burner. | 255-15-360-EB-20-580 |
| C-I | 110-8-174-EB-10-264 Jr. Clerk, Typist, Tool Room Clerk, Asst. Male Nurse. | 135-8-183-10-243-EB-12-315 |
| C-II | 150-10-210-EB-12-342 Telephone Operator-cum-Receptionist, Stores Clerk, Accounts Clerk, Stenographer, Intermediate Clerk, Male Nurse. | 175-10-235-12-307-EB-15-397 |
| C-III | 230-15-320-EB-20-540 Sr. Clerk, Sr. Stenographer, Sr. Stores Clerk, Secretary-cum-Stenographer. | 255-15-360-20-480-25-580 |
| T-I | 180-12-252-EB-15-372 Sr. Process Operator, Assistant Chemist, Draughtsman, Asst. Analyst. | 205-12-277-15-397-20-437 |
| T-II | 250-20-370-EB-30-700 Chemist, Analyst, Asst. Foreman, Chargehand, Storekeeper. | 275-20-395-EB-30-725 |
| T-III | 350-30-530-EB-40-970 Foreman, Jr. Engineer, Sr. Chemist, Sr. Analyst, Security Supervisor, Safety Supervisor, Stores Supervisor, Design Draughtsman. | 375-30-555-EB-40-995 |

(ii) The existing classification of jobs and placement of individual workmen therein shall remain unaltered.

5. Fitment/Adjustment in the revised scales of pay:

All workmen shall be fitted into the revised scales of pay applicable to them as a result of this Settlement with effect from 1st June, 1976 in the following manner:—

(a) The basic salary of a workman as on 1st January, 1973 or on the date of his appointment in the Company's service thereafter, as the case may be, will be raised by a sum of Rs. 25/- (Rupees twenty five only) and if the basic salary as a result of this addition does not coincide with a step in the revised scale of pay then it will be stepped up to the nearest higher step in the revised scale of pay applicable to him;

(b) The basic salary of a workman adjusted at the appropriate step in the revised scale of pay as per (a) above, will be further raised by the same number of annual increments in the revised scale of pay, as were actually received by him in his corresponding old scale of pay during the period from 1st January, 1974 to 31st May, 1976.

(c) The basic salary of a workman as worked out as per clauses (a) and (b) above will be treated as his revised basic salary as on 1st June, 1976 in the revised scale of pay applicable to him under the Settlement.

Provided, however, that the basic salary of workman by reason of fitment/adjustment as above shall not exceed the maximum of the revised scale of pay applicable to him and provided further that the next annual increment in the revised scales of pay shall become due on 1st January, 1977 and will be granted strictly as per the revised scales of pay and any workman who has reached the maximum of his scale of pay will not be entitled to any annual increments thereafter.

6. Dearness Allowance:

The existing scheme of dearness allowance shall be revised as follows with effect from 1st June, 1976:

(a) Fixed Dearness Allowance:

| Basic Salary Slab | Existing Rs. | Revised Rs. |
|-----------------------|--------------|-------------|
| Upto Rs. 75/- | Nil | Nil |
| Rs. 76/- — Rs. 100/- | 5.50 | 11.00 |
| Rs. 101/- — Rs. 200/- | 10.50 | 21.00 |
| Rs. 201/- — Rs. 300/- | 17.50 | 35.00 |
| Rs. 301/- — Rs. 400/- | 24.50 | 49.00 |
| Above Rs. 400/- | 34.50 | 69.00 |

(b) Variable Dearness Allowance:

In addition to the revised fixed dearness allowance, every permanent workman shall be entitled to variable dearness allowance of Rs. 59.75 at the All India Consumer Price Index of 100 (base year 1960) which will be increased or decreased every month on the basis of A.I.C.P.I. for the last but one month at the rate of Rs. 2.50 for every two points rise or fall in index. For example, dearness allowance for the month of June, 1976 will be calculated at the A.I.C.P.I. for April, 1976 and so on.

The dearness allowance as per (a) and (b) above shall be subject to a maximum ceiling corresponding to the dearness allowance payable at A.I.C.P.I. of 450 beyond which no additional dearness allowance will be payable.

7. Ex-Gratia payment:

It is hereby agreed that the Company shall pay to only those workmen who are in the service of the Company as on the date of signing this Settlement, an ex-gratia amount to be computed into the following manner in respect of their services for the years 1973, 1974, 1975 and 1976.

(a) Ex-Gratia amount for the year 1973:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per Clause 5(a) above and the admissible revised dearness allowance as per clause 6 above, for the period worked during the calendar year 1973 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workman.

(b) Ex-Gratia amount for the year 1974:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per clause 5(a) and (b) above and the admissible revised dearness allowance as per clause 6 above, for the period worked during the calendar year 1974 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workman.

Provided that if the workman has already received by way of bonus, an amount of Rs. 1,800/- in respect of the year 1974, he shall not be entitled to or be paid this additional ex-gratia amount.

Provided further that in the case of a workman who has received bonus of less than Rs. 1,800/- in respect of the year 1974, he shall be entitled to and be paid an additional ex-gratia amount only to the extent of the difference between Rs. 1,800/- and the amount of bonus already received by him and not 20% as mentioned above.

(c) Ex-Gratia amount for the year 1975:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per Clause 5(a) and (b) above and the admissible revised dearness allowance as per Clause 6 above, for the period worked during the calendar year 1975 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(ii) In addition, the Company will also pay an additional ex-gratia amount equivalent to 20% of the above ex-gratia amount payable to the concerned workman.

Provided that if the workman has already received by way of bonus, an amount of Rs. 1,800/- in respect of the year 1975 he shall not be entitled to or be paid this additional ex-gratia payment.

Provided further that in the case of a workman who has received bonus of less than Rs. 1,800/- in respect of the year 1975, he shall be entitled to and be paid an additional ex-gratia amount only to the extent of the difference between Rs. 1,800/- and the amount of bonus already received by him and not 20% as mentioned above.

(d) Ex-Gratia amount for the period 1st January, 1976 to 31st May, 1976:

(i) Ex-gratia amount equal to the difference between the amount represented by the revised basic pay to be computed as per clause 5(a) and (b) above and the admissible revised dearness allowance as per Clause 6 above for the period worked during the period from 1st January 1976 to 31st May, 1976 (exclusive of absence without pay), and the amount of basic wages and dearness allowance actually earned by and paid to the workman concerned for the corresponding period.

(e) The workman will not be entitled to any contribution towards their provident fund account, gratuity, overtime, bonus, or any allowance or fringe benefits or remuneration on the ex-gratia amount payable to them as per Clause 7(a), 7(b), 7(c) and 7(d) above. However, as a special case, the Company agrees to grant contributions towards the provident fund account only in respect of the ex-gratia amount payable as per clause 7(d) above. The Company also agrees, as a special case, to take into account the ex-gratia payment relating to the period from 1st January 1976 to 31st May 1976 for the purpose of payment of bonus due to the concerned workmen as and when the bonus is declared in respect of the accounting year 1976 subject to the provisions of the Payment of Bonus Act, 1965 as amended by the Payment of Bonus (Amendment) Act, 1976.

8. Payment of ex-gratia amounts:

The payment of ex-gratia amounts due to the concerned workmen will be made within two months from the date of execution of this Settlement.

9. It is agreed by and between the parties that a joint purshis shall be made by the parties to the Hon'ble Industrial Tribunal of Goa, Daman and Diu to make a Consent Award in terms of this Settlement in the Adjudication Reference (AIT-GDD) No. 1 of 1974 in respect of the demands which are the subject matter of the Order of Reference made to the Hon'ble Tribunal.

10.(a) In consideration of the above Settlement, the Union and the workmen agree to file a joint purshis along with the Company before the Hon'ble Tribunal of Goa, Daman and Diu that the parties have amicably settled the dispute forming the subject matter of the Adjudication Reference (AIT-GDD) No. 18 of 1975 in the following manner:—

(i) No wages will be paid to the workmen for the entire period of lock-out from 12th November, 1974 to 17th December, 1974;

(ii) At the request of the Union, the Company agrees to treat the workmen as being in continuous service without break despite the said lock-out; and

(iii) This Settlement is made without prejudice to either party's contentions and submissions made before the Tribunal in Adjudication Reference No. (AIT-GDD) No. 18 of 1975.

10.(b) The parties shall pray that the said Reference (AIT-GDD) No. 18 of 1975 be treated as disposed of accordingly.

11. It is agreed by and between the parties that this Settlement in so far as it relates to the revision of scales of pay and scheme of dearness allowance and the Consent Award made in Adjudication Reference (AIT-GDD) No. 1 of 1974 will come into force with effect from 1st June 1976 and shall continue to remain in operation upto 31st December 1977 in the first instance and thereafter also shall continue to remain in force until terminated by either party in the manner provided under section 19 of the Industrial Disputes Act, 1947.

12. The Union and the workmen also agree and undertake not to raise and/or agitate for any demand involving financial burden on the Company directly or indirectly during the operative period of this Settlement.

Corlim, Ilhas, Goa.

Dated this 29th day of May, 1976.

For Ciba-Geigy of India Ltd. For and on behalf of the
mitted: workmen:

Sd/-

(N. N. BHATTACHARYA)

Works Manager
Santa Monica Plant

Sd/-

(M. XETTIGAR)

President

Sd/-

(F. REBELLO)

Gen. Secretary

Sd/-

(R. P. RATABOLI)

Personnel Officer
Santa Monica Plant

Sd/-

(K. M. CHAWAN)

Treasurer

The Ciba-Geigy of India Ltd.
Employees' Union (Goa).

Witnesses:

1. 00000
2.

Witnesses:

1.
2.

Notification

No. 1/1721/76-LAB(ESI)/20/1005

In pursuance of regulation 75 of the Employees' State Insurance (General) Regulation, 1950 and in consultation with the Employees' State Insurance Corporation, the Administrator of Goa, Daman and Diu is hereby pleased to constitute a Medical Board for Union Territory of Goa, Daman and Diu for the purpose of the said Regulation and the cases arising under sections 54 and 54A of the Act, consisting of the following members, namely:—

1. Dr. N. G. K. Sharma, Professor and Head of the Department of Medicine, Goa Medical College, Panaji—Chairman.
2. Dr. J. S. Makhani, Professor and Head of Department of Orthopaedics, Goa Medical College, Panaji—Member.

3. Dr. Ulhas Quensori, Professor and Head of Department of Ophthalmology, Goa Medical College, Panaji—Member.

By order and in the name of the Administrator of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.
Panaji, 24th June, 1976.

Notification

No. 1/39/72-LAB/964

In exercise of the powers conferred by sub-section (1) of Section 4 of the Motor Transport Workers' Act, 1961 (Act 27 of 1961) and in supersession of all Government Notifications issued in this behalf the Lieutenant Governor of Goa, Daman and Diu hereby appoints the Officers mentioned in column No. (2) of the Schedule hereto annexed, as Inspectors for all the purposes of the said Act.

SCHEDULE

| Sr. No. 1 | Officer 2 |
|--------------|---|
| 1. | Assistant Labour Commissioner, Panaji, Goa. |
| 2. | Labour Inspector, Panaji, Goa. |
| 3. | Labour Inspector, Bicholim, Goa. |
| 4. | Labour Inspector, Margao, Goa. |
| 5. | Labour Inspector, Curchorem, Goa. |
| 6. | Labour Inspector, Vasco-da-Gama, Goa. |
| 7. | Labour Inspector, Ponda, Goa. |
| 8. | Labour Inspector, Mapusa, Goa. |
| 9. | Labour Inspector, Daman. |

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

P. Noronha, Under Secretary, Industries and Labour.
Panaji, 17th June, 1976.

Revenue Department

Notification

No. RD/LQN/115/74

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. construction of Government Primary School Building at Aturli.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing com-

pensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Dy. Collector Goa, North Division, Panaji, to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. Dy. Collector, Goa North Division, Panaji.
3. Director of Education, Panaji.
4. Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector Goa, North Division, Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE
(Description of the said land)

| Sr. No. | Taluka | Village | Plot No. | Survey No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-------------|----------|---------|----------|-------------------|--|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Bicholim | Aturli | | 19 Sub-Div. No. 4 | Plot known as «Myachi-Shir» and «Moraskar Bhatle». 1. Shri Gajanan Raghunath Naik Prataprao Sardesai. 2. Shri Bhikaji Raghunath Naik Prataprao Sardesai. 3. Shri Ganasyam Vinayak Naik Prataprao Sardesai. 4. Shri Vaman Jivaba Naik Prataprao Sardesai. 5. Shri Shridhar Vyankoji Naik Prataprao Sardesai. <i>Boundaries:</i> North: Custodian. South: Property of Sham Dessai. East: School Building. West: Property of Sham Dessai and other Dessai family. | 360.00 |
| Total | | | | | | 360.00 |

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 19th June, 1976.

Notification

No. RD/LQN/149/73/1

Whereas by Government Notification No. RD/LQN/149/73 dated 12-11-1973 published on page 294 of Series II, No. 34 of the Official Gazette, dated 22-11-1973 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz. for Naval Air Station.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of section 5A of the said Act, that the said land specified in the schedule hereto

is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, Goa South Division, Margao, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Goa South Division, Margao, till the award is made under Section 11.

SCHEDULE
(Description of the said land)

| Sr. No. | Taluka | Village | Plot No. | Survey No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-------------|----------|---------|----------|------------|---|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Mormugao | Dabolim | I-A | 66-Part | Shri Santan Do Rosario, Comp. House W.C. | 364.36 143.00 4.00 |
| 2. | —do— | —do— | I-B | —do— | Pedro C. Das Dores D'Mello, Comp. House. | 469.20 130.00 |
| 3. | —do— | —do— | I-C | —do— | Comunidade of Sancoale, Cultivable vaste. | 341.72 |
| 4. | —do— | —do— | II | —do— | Antonio M. C. Barreto, Cultivable vaste Houses (3). | 2,695.03 452.00 |
| 5. | —do— | —do— | III | 49-Part | Comunidade of Sancoale, Cultivable vaste. | 29,575.69 |
| Total | | | | | | 34,175.00 |

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 19th June, 1976.

Notification

No. RD/LQN/297/75

Whereas by Government Notification No. RD/LQN/297/75 dated 29-12-1975 published on page 350 of Series II, No. 41 of the Official Gazette, dated 8-1-1976 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz for construction of Zonal Service Reservoir at Vaddem-Vasco.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of

the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Margao till the award is made under Section 11.

SCHEDULE

(Description of the said land)

| Sr. No. | Taluka | Village | Plot No. | Survey No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-------------|----------|---------|----------|--------------|--|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Mormugao | Vaddem | 1 | 98 1/part | The Comunidade of Vaddem. North, South, East and West: The land held by the Comunidade of Mormugao. | 1,200.00 |
| Total | | | | | | 1,200.00 |

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 19th June, 1976.

Notification

No. RD/LQN/149/73/II

Whereas by Government Notification No. RD/LQN/149/73 dated 4-7-1973 published on page 124-125 of Series II, No. 15 of the Official Gazette, dated 12-7-1975 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for the public purpose viz Naval Air Station at Dabolim (Additional Area).

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of section 5A of the

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, Goa South Div., Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Goa South Division, Margao, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

| Sr. No. | Taluka | Village | Plot no. | Survey No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-------------|----------|---------|----------|--------------|---|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Mormugao | Dabolim | A | 66 (Part) | Comunidade of Dabolim. | 4,099.00 |
| 2. | Mormugao | Dabolim | B | 66 (Part) | Smt. Alice Veredian Barros Pereira e Fernandes. | 12,342.00 |
| Total | | | | | | 16,441.00 |

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 19th June, 1976.

Notification

No. RD/LQN/193/75

Whereas by Government Notification No. RD/LQN/193/75 dated 11-9-1975 published on page 205-206 of Series II, No. 26 of the Official Gazette, dated 25-9-1975 it was notified under section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as «the said Act») that the land, specified

in the schedule appended to the said Notification (hereinafter referred to as the «said land») was likely to be needed for public purpose viz for construction of Zonal Service Reservoir for water supply at Baina.

And Whereas the appropriate Government (hereinafter referred to as «the Government») is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule

hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector,

Margao, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Margao, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

| Sr. No. | Taluka | Village | Plot No. | Survey No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-------------|----------|---------|----------|-----------------------------------|--|------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. | Mormugao | Baina | 1 | Chalta No. 63/ Part Sheet No. 156 | The President of Mormugao Comunidade, Municipal Building, Vasco-da-Gama. North: Chalta No. 63 and 64. South: Chalta No. 84. East and West: Chalta No. 63. | 460.00 |
| Total | | | | | | 460.00 |

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. R. Arya, Secretary (Revenue).

Panaji, 19th June, 1976.

Notification

No. RD/TNC/CNV/41/76

In exercise of the powers conferred by sub-section (4) of section 56 of the Goa, Daman and Diu Agricultural

Tenancy Act, 1964 (Act No. 7 of 1964), the Government of Goa, Daman and Diu is hereby pleased to reserve the following area of agricultural lands situated at Orgao of Marcela Village of Ponda Taluka in Goa District, described in the Schedule appended hereto, for non-agricultural purposes:

SCHEDULE

| Sr. No. | Name of the land | Area in sq. mts. | Survey Nos. | Description/boundaries of the land |
|-----------|---|---------------------|---|--|
| 1 | 2 | 3 | 4 | 5 |
| 1. | Part of «Fondil baga de Orgao» alias «Dhume Bhat» and Part of Canturim and Aforamamento | 14,700 4,500 | Survey Nos. 7(3) and 6(2) respectively. | North: Part of the property called Fondilbaga de Orgao alias Dhume Bhat, where it touches the property of Mr. Bhat wherein mining operations are going on. South: By the drain which separates the village of Orgao from the village of Tivrem and part of Canturim. East: By the main road connecting Banastarim-Marcela; and West: By Canturim and navigable river. |
| Total ... | | 19,200 | | |

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. S. Sukthankar, Under Secretary (Revenue).

Panaji, 30th June, 1976.

Local Self Government Department

Notification

No. LSG-2040-FSH-68

On the recommendation of the Union Public Service Commission, the Administrator of Goa, Daman and Diu is pleased to confirm Shri V. Anantanarayanan against the post of Refrigeration Engineer, Class II Gazetted in the Directorate of Fisheries with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

Abel do Rosario, Under Secretary (Development).

Panaji, 21st June, 1976.

Finance Department (Revenue)

Notification

No. Fin(Rev)/2-41/part/1/1418/75

Read: Government Notification No. Fin(Rev)/2-41/part/1/1418/75 dated 19-4-1976.

In partial modification of the Government Notification referred to above, the name of «Dr. R. V. Rajyadaksha» appearing at Sr. No. 3 in para 1 of the said Notification shall be substituted by the following name:—

«Smt. Lila V. Angle, E-461, Dr. Atmaram Boarkar Road, Panaji-Goa».

By order and in the name of the Administrator of Goa, Daman and Diu.

S. S. Sukthankar, Under Secretary (Finance).

Panaji, 22nd June, 1976.

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